

Main Document
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*Proposed Attorneys for Debtor
Braun Development Group, Inc.*

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re) Case No. 2:14-bk-24711-ER
)
) Chapter 11
BRAUN DEVELOPMENT GROUP, INC.)
DBA ARTWEAR,)
Debtor.) **EMERGENCY MOTION FOR ORDER**
) **PERMITTING INTERIM USE OF CASH**
) **COLLATERAL; MEMORANDUM OF**
) **POINTS AND AUTHORITIES;**
) **DECLARATIONS OF LYNN BRAUN**
) **AND M. JONATHAN HAYES IN**
) **SUPPORT THEREOF**
)
) *(Hearing to be Set by Court)*
)
)
)
)
)
)

**TO THE HONORABLE ERNEST ROBLES, UNITED STATES
BANKRUPTCY JUDGE; TO ANY OTHER INTERESTED PARTIES:**

Braun Development Group, Inc. dba Artwear, Debtor herein (the “Debtor”), hereby moves the Court, for an order in the above-captioned Chapter 11 case, permitting it to use cash collateral on an expedited basis, as set forth herein.

The basis for the Motion is that the Debtor must be permitted to use its cash collateral to pay its payroll and other expenses or it will be forced to shut down its operations, and creditors will receive nothing.

This Motion is made and based on the representations and allegations set forth within, on the Memorandum of Points and Authorities and the Declarations of Lynn Braun and M. Jonathan Hayes, and on such other evidence as may be presented to the Court prior to or at the hearing on this Motion.

The Debtor will seek a hearing from the Court as quickly as possible and has filed an Application for Order Shortening Time concurrently. Parties will be advised when any opposition may be filed.

Dated: August 12, 2014

SIMON RESNIK HAYES LLP

By: /s/ M. Jonathan Hayes

M. Jonathan Hayes

Matthew D. Resnik

Roksana D. Moradi

Carolyn M. Afari

Proposed Attorneys for Debtor
Braun Development Group, Inc
dba Artwear

MEMORANDUM OF POINTS AND AUTHORITIES

1 **I. SUMMARY OF MOTION AND NEED FOR EMERGENCY RELIEF**

2 Braun Development Group, Inc. dba Artwear (“Braun” or the “Debtor”) is in the
3 business of clothing manufacturing. Its principal place of business is a 53,000 sq. ft.
4 office/warehouse in downtown Los Angeles at 13621 Main Street, Los Angeles, CA 90061
5 (the “Property”). It has approximately 100 employees and about \$250,000 per month in
6 sales. *It is a profitable business.*

7 On the morning of July 31, 2014, Braun was locked out of the Property by the Los
8 Angeles Sheriff pursuant to a Writ of Possession obtained by its landlord, Triple Green,
9 LLC (the “Landlord”). The Debtor filed this Chapter 11 petition at about 4:30 p.m. the
10 same day. All of Debtor’s personal property, including fabric, samples, equipment, large
11 machinery, and all of its computers, books and records, and other various property, were
12 locked in the Property. The Debtor would not have filed this petition but for the lockout.

13 The Debtor sought immediate relief from the Court seeking to regain permission to
14 the Property so that it could continue its operations. The Debtor filed an emergency
15 Motion for Turnover and an Application for Order Shortening Time. The Court set an
16 expedited hearing for Wednesday, August 6, 2014. The Debtor and its Landlord entered
17 into a Stipulation permitting re-entry into the Property until October 1, 2014. The Debtor
18 was able to re-enter the Property later that day and is back in business.

19 The Debtor’s management has found a suitable location to which it can move over
20 the next sixty (60) days. It will begin the moving process on or about September 1, 2014.

21 By this Emergency Motion, the Debtor seeks permission to use cash collateral on an
22 interim basis for two (2) to three (3) weeks until the Court can set a hearing on regular
23 notice.

25 **II. STATEMENT OF FACTS**

26 Debtor filed this case on July 31, 2014. The Debtor is a California Corporation
27 which is engaged in the business of manufacturing knit wear for large box and retail stores.

The Debtor is owned by four (4) individuals each of which own 25% of the corporation.

Lynn Braun is the president and 25% shareholder of the corporation.

The Debtor has the following secured debts:

Wells Fargo Bank (SBA Loan)	\$170,000
Wells Fargo Bank (Line of Credit)	\$50,000
Community Bank	\$77,000
Global Trading Partners, Inc.	\$0 (paid)
Briar Capital, LP	\$0 (paid)
Corporation Service Company	\$0 (paid)
On Deck (Line of Credit)	\$130,000

The creditors are listed above in their priority. The Debtor is not certain at this point that each of the above creditors have liens on cash collateral except as to the Wells Fargo SBA loan. That loan began at \$570,000 in 2007 and has been paid down to approximately \$170,000 on the Petition Date. The Community Bank loan was a line of credit which has not been used since approximately 2012.

The Debtor owned the following cash collateral assets on the Petition Date, with approximate values:

Bank Accounts	\$10,000
Accounts Receivable	\$180,000 (face amount \$200,000 estimated to be approx. 90% collectible)
Work-in-Process	\$125,000 (as is – estimated value upon completion of the work - \$250,000)
Total	\$315,000

The Debtor has approximately \$100,000 in machinery and equipment including office furniture. It owns goodwill with an unknown value. It has a claim against a former attorney of unknown value, a trademark and customer list with minimal value, and a Toyota truck worth about \$12,000.

1 The Debtor has \$300,000 of pending orders in hand, which will need to be filled in
2 the next thirty (30) days, and approximately \$1,000,000 of anticipated orders which will be
needed to be filled in the next ninety (90) days.

3 The Debtor will quickly propose a Chapter 11 Plan of Reorganization, by which the
4 Debtor will reorganize its debts and pay the value of its assets to its unsecured creditors.

5 *Historically, the Debtor has been a viable and successful company. The Debtor's*
6 sales are approximately \$3.5 million, and gross monthly sales of approximately \$250,000 –
7 \$300,000. The Debtor has approximately 100+ employees.

8

9 **III. PROPOSED USE OF CASH COLLATERAL**

10 The Debtor believes that its cash, accounts receivable and work-in-process
11 constitute cash collateral pursuant to §363(a) of the Bankruptcy Code. The Debtor
12 proposes that it use the cash collateral in the bank on the Petition Date to pay the allowed
13 expenses pursuant to the Debtor's budget attached hereto. The Debtor believes that the
14 expenses described in **Exhibit "A"** (the "Budget") represent those expenses that the
15 Debtor must pay in the remainder of August 2014 in order to maintain its business
16 operations.

17 Although the Budget represents the Debtor's best estimate of the necessary expenses
18 associated with the business, the needs of the business may fluctuate. Therefore, the
19 Debtor requests Court authority to deviate from the total expenses contained in the budget
20 by no more than 10% and to deviate by category (provided the Debtor does not pay any
21 expenses outside any of the approved categories) without the need for further Court order.

22 In order to continue the operation of the business, the Debtor must be authorized to
23 use cash collateral to pay the ordinary and necessary operating expenses. If the Debtor's
24 ability to use cash collateral is interrupted, the Debtor will be unable to pay the necessary
25 payroll, truck rental, fuel costs, rent and other necessary costs. The Debtor's business, and
26 the Debtor's prospects for a successful reorganization, would be significantly harmed.

IV. ADEQUATE PROTECTION

1 The Debtor believes that the secured creditors are adequately protected by the value
2 of the other assets of the business including the orders which have yet to be filled. The
3 Debtor proposes that it be authorized to use the cash collateral for the purpose of paying
4 the reasonable, necessary and ordinary expenses of operating the business which accrue
5 from and after the petition date. No expenditure will be made in excess of any line item on
6 **Exhibit "A"** attached hereto, without the express written consent of Wells Fargo Bank in
7 advance unless such expenditure is an emergency and then the Debtor shall notify Wells
8 Fargo Bank of the expenditure immediately.

9 The Debtor proposes to pay Wells Fargo Bank (SBA Loan) \$3,000 each month,
10 beginning September 1, 2014; payments to be due by the first or each month and late on
11 the 15th.

12 The Debtor proposes that the secured creditors receive a postpetition replacement
13 lien on all of its cash, accounts receivable and inventory up to the value of the cash
14 collateral actually used postpetition, in the same order of seniority as the creditors are in
15 now.

16 If at any time the Debtor violates any provision of the Cash Collateral Order, any
17 secured creditor may give written notice of such the default to Debtor's counsel. If the
18 Debtor fails to cure the default with the seven (7) days of said notice, the Secured Creditor
19 shall be entitled to a hearing requesting relief from the automatic stay pursuant to 11
20 U.S.C. § 362 on an expedited basis.

21 The Debtor will continue to be bound by the terms and conditions set forth in the
22 prepetition agreements except as specifically modified herein. This shall not constitute a
23 modification of the liens granted to any of the secured creditors by the Debtor pursuant to
24 the various agreements between the parties and various perfection documents.

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V. DISCUSSION

1 A. The Court Should Authorize The Debtor's Use of the Cash Collateral.

2 As a general matter, a debtor-in-possession is permitted to use property of the estate
3 in the ordinary course of business without the need for notice or a hearing. 11 U.S.C.
4 Section 363(c)(1). However, a debtor's use of cash collateral is an exception to this
5 general rule. Section 363(c)(2) provides in pertinent part:

6 "The [debtor in possession] may not use, sell, or lease cash
7 collateral ... unless

8 -

9 (A) each entity that has an interest in
10 such cash collateral consents; or
11 (B) the court, after notice and a hearing, authorizes such use,
12 sale or lease in accordance with the provisions of this section."

13 11 U.S.C. Section 363(c)(2).

14 Courts have consistently held that it is appropriate for a Chapter 11 debtor to use a
15 secured creditor's cash collateral for a reasonable period of time for the purpose of
16 maintaining and operating its property. See *MBank Dallas, N.A. v. O'Connor*) (*In re*
17 *O'Connor*), 808 F.2d 1393, 1397 (10th Cir. 1987). In addition, where, as here, the debtor
18 is operating a business, it is extremely important that use of cash collateral be allowed in
19 order to facilitate the goal of reorganization: "the purpose of Chapter 11 is to rehabilitate
20 debtors and generally access to cash collateral is necessary to operate a business." *In re*
21 *Dynaco Corporation*, 162 B.R. 389, 394 (Bankr. D.N.H. 1993), quoting *In re Stein*, 19
22 B.R. 458, 459 (Bankr. E.D. Pa. 1982).

23 As set forth above, if the Debtor's access to the cash collateral is interrupted for
24 even a brief period of time, the consequences would be disastrous for the unsecured
25 creditors of the estate. The Debtor would be unable to operate and preserve the business.
26 The employees would leave and the business would shut down making its value zero. As
27 such, the Debtor has determined that it would be in the overwhelming best interests of the

estate and its creditors to use the cash collateral to continue to operate and maintain its business.

**3 B. The Secured Creditor's Interests are Adequately Protected by the
4 Remainder of the Assets of the Business Including the Pending Orders,
5 and by the Continued Operations of the Business.**

Pursuant to §363(c)(2), the Court may authorize the debtor to use a secured creditor's cash collateral if the Court determines that the secured creditor is adequately protected. *Pistole v. Mellor (In re Mellor)*, 734 F.2d 1396, 1400 (9th Cir. 1984). See also O'Connor, supra, 808 F.2d at 1398; *McCombs Properties VI, Ltd. v. First Texas Savings Association (In re McCombs Properties VI, Ltd.)*, 88 B.R. 261, 265 (Bankr. C.D. Cal. 1988). In ordinary circumstances, a secured creditor is to be protected against a decrease in value which directly affects the secured creditor's interest in its collateral. See *United Savings Association of Texas v. Timbers of Inwood Forest Associates, Ltd.*, 484 U.S. 365, 108 S.Ct. 626, 630, (1988); Section 506(a) of the Bankruptcy Code "limit(s] the secured status of a creditor (i.e., the secured creditor's claim) to the lesser of the [allowed amount of the] claim or the value of the collateral." *McCombs*, supra, 88 B.R. at 266.

As a general rule, a debtor may use cash collateral where such use would enhance or preserve the value of the collateral. *In re Stein*, supra, 19 B.R. at 460; see also *McCombs*, supra, 88 B.R. at 267. The Debtor intends to use the cash collateral to operate and preserve the business as is set forth in Exhibit “A.” The use of cash collateral is essential to continue the ordinary maintenance and operations of the business. Without the use of the cash collateral, the Debtor will be unable to pay the payroll, rent, insurance, taxes and other necessary expenses. As such, unless the Debtor is permitted to use the cash collateral, the value of the business will fail immediately.

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C. In Determining Adequate Protection, The Court Should Promote Reorganization.

In determining adequate protection, Courts have stressed the importance of promoting a debtor's reorganization. In *In re O'Connor*, supra, the Tenth Circuit stated:

"In this case, Debtors, in the midst of a Chapter 11 proceeding, have proposed to deal with cash collateral for the purpose of enhancing the prospects of reorganization. This quest is the ultimate goal of Chapter 11. Hence, the Debtor's efforts are not only to be encouraged, but also their efforts during the administration of the proceeding are to be measured in light of that quest. Because the ultimate benefit to be achieved by a successful reorganization inures to all the creditors of the estate, a fair opportunity must be given to the Debtors to achieve that end. Thus, while interests of the secured creditor whose property rights are of concern to the court, the interests of all other creditors also have bearing upon the question of whether use of cash collateral shall be permitted during the early stages of administration."

808 F.2d at 1937.

In order to promote Debtor's reorganization, the Court should grant the relief requested herein. The Debtor has demonstrated herein that the use of the cash collateral as proposed by the Debtor will preserve the business for the benefit of this estate and the creditors. Indeed, a successful reorganization depends upon the use of cash collateral as proposed herein.

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V. CONCLUSION

1 **WHEREFORE**, the Debtor respectfully requests that the Court enter an order
2 authorizing it to use the cash collateral on the terms and conditions described in the Motion
3 and the exhibits thereto and granting such other and further relief as is just and
4 proper under the circumstances.

5
6
7 Dated: August 12, 2014

SIMON RESNIK HAYES LLP

8 By: /s/ M. Jonathan Hayes

9 M. Jonathan Hayes
10 Matthew D. Resnik
11 Roksana D. Moradi
12 Carolyn M. Afari

13 *Proposed Attorneys for Debtor*
14 Braun Development Group, Inc.
15 Dba Artwear

DECLARATION OF LYNN BRAUN

1

2 I, Lynn Braun, declare as follows:

3 1. I am the President of the Debtor herein, Braun Development Group, Inc. dba
4 Artwear (“Braun” or the “Debtor”). I have personal knowledge of the facts set forth
5 herein, and if called as a witness, I could and would testify competently with respect
6 thereto. Where facts are alleged upon information and belief, I believe them to be true.

7 2. The Debtor is a California Corporation which is engaged in the business of
8 manufacturing knit wear for large box and retail stores, essentially clothing manufacturing.
9 The Debtor is owned by four (4) individuals each of which own 25% of the corporation. I
10 am the president and 25% shareholder of the corporation.

11 3. Its principal place of business is a 53,000 sq. ft. office/warehouse in
12 downtown Los Angeles at 13621 Main Street, Los Angeles, CA 90061 (the “Property”). It
13 has approximately 100 employees and about \$250,000 per month in sales. *It is a*
14 *profitable business.*

15 4. *Historically, the Debtor has been a viable and successful company. The*
16 *Debtor’s sales are approximately \$3.5 million, and gross monthly sales of approximately*
17 *\$250,000 – \$300,000.*

18 5. On the morning of July 31, 2014, the Debtor was locked out of the Property
19 by the Los Angeles Sheriff pursuant to a Writ of Possession obtained by its landlord,
20 Triple Green, LLC (the “Landlord”). The Debtor filed this Chapter 11 petition at about
21 4:30 p.m. the same day. All of Debtor’s personal property, including fabric, samples,
22 equipment, large machinery, and all of its computers, books and records, and other various
23 property, were locked in the Property. The Debtor would not have filed this petition but
24 for the lockout.

25 6. The Debtor sought immediate relief from the Court seeking to regain
26 permission to the Property so that it could continue its operations. The Debtor filed an
27 emergency Motion for Turnover and an Application for Order Shortening Time. The
28 Court set an expedited hearing for Wednesday, August 6, 2014. The Debtor and its

Landlord entered into a Stipulation permitting re-entry into the Property until October 1, 2014. The Debtor was able to re-enter the Property later that day and is back in business.

7. I have found a suitable location to which the Debtor can move over the next sixty (60) days. It will begin the moving process on or about September 1, 2014.

8. The Debtor has the following secured debts:

Wells Fargo Bank (SBA Loan)	\$170,000
Wells Fargo Bank (Line of Credit)	\$50,000
Community Bank	\$77,000
Global Trading Partners, Inc.	\$0 (paid)
Briar Capital, LP	\$0 (paid)
Corporation Service Company	\$0 (paid)
On Deck (Line of Credit)	\$130,000

9. The creditors are listed above in their priority. The Debtor is not certain at this point that each of the above creditors have liens on cash collateral except as to the Wells Fargo SBA loan. That loan began at \$570,000 in 2007 and has been paid down to approximately \$170,000 on the Petition Date. The Community Bank loan was a line of credit which has not been used since approximately 2012.

10. The Debtor owned the following cash collateral assets on the Petition Date, with approximate values:

Bank Accounts	\$10,000
Accounts Receivable	\$180,000 (face amount \$200,000 estimated to be approx. 90% collectible)
Work-in-Process	\$125,000 (as is – estimated value upon completion of the work - \$250,000)
Total	\$315,000

11. The Debtor has approximately \$100,000 in machinery and equipment including office furniture. It owns goodwill with an unknown value. It has a claim against

a former attorney of unknown value, a trademark and customer list with minimal value, and a Toyota truck worth about \$12,000.

12. The Debtor has \$300,000 of pending orders in hand, which will need to be filled in the next thirty (30) days, and approximately \$1,000,000 of anticipated orders which will be needed to be filled in the next ninety (90) days.

13. The Debtor believes that the expenses described in Exhibit "A" (the "Budget") represent those expenses that the Debtor must pay in the remainder of August 2014 in order to maintain its business operations.

14. In order to continue the operation of the business, the Debtor must be authorized to use cash collateral to pay the ordinary and necessary operating expenses. If the Debtor's ability to use cash collateral is interrupted, the Debtor will be unable to pay the necessary payroll, truck rental, fuel costs, rent and other necessary costs. The Debtor's business, and the Debtor's prospects for a successful reorganization, would be significantly harmed.

I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Executed on this Tuesday, August 12, 2014, at Los Angeles, California.

/s/ Lynn Braun
Lynn Braun

DECLARATION OF M. JONATHAN HAYES

I, M. Jonathan Hayes, declare as follows:

1. I am an attorney at law licensed in the State of California and authorized to
2 practice before the District Courts in the Central District of California, and before this
3 Court. I am over the age of eighteen (18). I have personal knowledge of the facts set forth
4 herein, and if called as a witness, I could and would testify competently with respect
5 thereto. Where facts are alleged upon information and belief, I believe them to be true. I
6 am counsel for the Debtor herein.

7 2. The basis for this Motion is that the Debtor must be permitted to use its cash
8 collateral to pay its payroll and other expenses or it will be forced to shut down its
9 operations, and creditors will receive nothing. As such, Debtor seeks a hearing from the
10 Court as quickly as possible and has filed an Application for Order Shortening Time
11 concurrently.

12 I declare under penalty of perjury under the laws of the United States of America
13 that the foregoing is true and correct.

14 Executed on this Tuesday, August 12, 2014, at Los Angeles, California.

15
16 /s/ M. Jonathan Hayes
17 M. Jonathan Hayes

EXHIBIT A

Braun Development Group Inc. dba Artwear
Artwear
2014-2 month budget

August September

Total Income (collections)	<u>200,000</u>	<u>260,000</u>
Cost of Goods Sold		
Materials		
Fabric	34,347	20,000
Treatment Materials-Sublimation	3,000	3,000
lace-Klauber	1,761	500
Freight In		
Labor		
Salary-Production	3,300	3,300
Hourly-Production	44,679	44,679
Piecework-Production	21,916	21,916
Outside Services		
Prod Expenses		
Sewing Supplies	1,106	1,106
Design Supplies	330	330
Labels & hangtags	0	0
Other Factory Supplies	1,789	1,788
Line Samples	584	584
Contract Labor	0	0
Power & Electricity	2,600	2,600
Natural Gas	1,895	1,895
Water	1,561	1,561
Sewerage	360	360
Printing Supplies	703	703
Shipping Supplies	380	380
R & M - Fac. Mach. & Equip.	832	832
Other Factory Supplies	750	750
Total Cost of Goods Sold	<u>121,892</u>	<u>106,284</u>
Gross Profit		
Expenses		
General & Administrative		
Rent-Factory Building	paid	20,000
General Liability Insurance	188	188
Depreciation-Fac.Mach.&Equip.		
Payroll Tax Expenses	7,785	7,785
Worker's Compensation Ins.	5,117	5,117
Property Insurance	617	617
Auto Insurance	88	88
Life Insurance	31	31
Medical Insurance	0	3,048
Medical Services	225	225

Salaries-Administration	1,726	1,726
Legal and Professional Fees	1,800	10,000
Trash&Landscaping Maintenance	370	370
R & M - Company Vehicles	82	82
Gas & Oil	278	278
R & M - Office Mach.&Equip.	250	250
Telephone, Fax, and Internet	925	925
Lease Expense		
Office Supplies	500	500
Kitchen,Bath&Other Fctry.Supp.	533	533
Reg.,License,Permits & Dues		
Property Tax	358	358
Business Tax	250	250
Franchise Tax	139	139
Alarm & Security Devices	385	385
Interest on Loan - BDG (WF)	on hold	on hold
photo shoot expenses	3,220	
 Selling, Shipping and Warehouse		
Advertising&Publications	300	300
Travelling Expenses	650	650
Showroom Expenses	0	
Freight Out	725	725
EDI Fees	29	29
Sales Commisssions	3,958	3,958
total	30,528	55,508
 Other Charges		
Deposit on new building	20,000	
Moving expenses *est.		30,000
total	20,000	30,000
 Other Income / Expense		
Other Expense		
Salaries-Officers	16,000	16,000
Franchise Tax	139	139
Total Other Expense	16,139	16,139
 total Expenses	188,569	207,931

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.
My business address is: **15233 Ventura Blvd., Suite 250, Sherman Oaks, CA 91403.**

A true and correct copy of the foregoing document entitled **EMERGENCY MOTION FOR ORDER PERMITTING INTERIM USE OF CASH COLLATERAL; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF LYNN BRAUN AND M. JONATHAN HAYES IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING

(“NEF”) – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On **8/12/2014** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- M Jonathan Hayes jhayes@srlawfirm.com, roksana@srlawfirm.com;carolyn@srlawfirm.com;matthew@srlawfirm.com;rosarioz@srlawfirm.com;jfisher@srlawfirm.com;anastasia@srlawfirm.com;maria@srlawfirm.com;staci@srlawfirm.com;jhayesecf@gmail.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Hatty K Yip hatty.yip@usdoj.gov, Kenneth.G.Lau@usdoj.gov,dare.law@usdoj.gov,queenie.k.ng@usdoj.gov,alvin.p.mar@usdoj.gov,kelly.l.morrison@usdoj.gov,melanie.green@usdoj.gov

Service information continued on attached page

II. SERVED BY U.S. MAIL: On **8/12/2014** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Braun Devel. Group, Inc.
dba Artwear
21 Fayence
Newport Coast, CA 92657

ALL CREDITORS:

Azitex Trading Co
1850 E. 15th Street
Los Angeles, CA 90021

Bemobil Apparel
16142 Windemier Lane
Huntington Beach, CA 92647

BRIAR CAPITAL
1500 CITYWEST BLVD.
HOUSTON, TX 77042

CORP. SERVICE CO.
POB 2576
SPRINGFIELD, IL 62708

Community Bank
790 E. Colorado Blvd
Pasadena, CA 91101

COMMUNITY BANK
505 EAST COLORADO BLVD.
PASADENA, CA 91101

Dijulio Law Group
A Law Corp
330 N. Brand Blvd., Ste 702
Glendale, CA 91203

GLOBAL TRADING PARTNERS,
INC.
152 CEDROS AVE.
SOLANO BEACH, CA 92075

1	Komar Alliance 6900 Washington Blvd. Montebello, CA 90640	16933 Gramercy Place Gardena, CA 90247
2	Nu-Waye Water Conditioning, Inc. 1244 W 9th Street Upland, CA 91786	Trichromatic West Inc. 6060 Rickenbacker Road Los Angeles, CA 90040
3	On Deck 901 Stuart Street Arlington, VA 22203	Triple Green, LLC c/o Oliver Vasquez, Esq. 1055 W. 7th St., Suite 2800 Los Angeles, CA 90017
4	Roger E. Naghash, Esq. 19900 MacArthur Blvd., Ste. 1150 Irvine, CA 92612	United Parcel Service P.O. Box 894820 Los Angeles, CA 90189-4820
5	Royal Packaging 12637 Hoover Street Garden Grove, CA 92841	Wells Fargo Business SBA Loan MAC D4004-03A P.O. Box 202902 Dallas, TX 75320-2902
6	SG Knits 112 E. 35th Street Los Angeles, CA 90011	WELLS FARGO BANK 121 PARK CENTER PLAZA 6TH FLOOR SAN JOSE, CA 95113
7	Smark Company 8636 Otis Street South Gate, CA 90280	
8	Textile Brokers Co.	
9		
10		
11		
12		
13		
14	<input type="checkbox"/> Service information continued on attached page	
15	III. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served):	
16	Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on <u>8/12/2014</u> I served the following	
17	person(s) and/or entity(ies) by personal delivery, overnight mail service, or (for those who	
18	consented in writing to such service method), by facsimile transmission and/or email as	
19	follows. Listing the judge here constitutes a declaration that personal delivery on the judge	
20	<u>will be completed no later than 24 hours after the document is filed.</u>	
21		
22		
23		
24	(Personal Delivery) Hon. Ernest M. Robles U.S. Bankruptcy Court Central District – LA Branch 255 E. Temple Street, Suite 1560 Los Angeles, CA 90012	
25	<input type="checkbox"/> Service information continued on attached page	
26		
27		
28		

8/12/2014 Ja'Nita Fisher /s/ Ja'Nita Fisher
Date Type Name Signature